



**IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.**

**Dated: June 03, 2024.**

  
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**MICHAEL M. PARKER**  
**UNITED STATES BANKRUPTCY JUDGE**

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

IN RE:	§	CASE NO. 24-50029-MMP
	§	
JIMMY RAY LEWIS, JR. AND	§	CHAPTER 11
DORINA JOY LEWIS,	§	
	§	
DEBTORS	§	
	§	
PERFORMANCE FINANCE,	§	
	§	
MOVANT	§	
	§	
VS.	§	
	§	
JIMMY RAY LEWIS, JR. AND	§	
DORINA JOY LEWIS,	§	
	§	
RESPONDENTS	§	

AGREED ORDER MODIFYING STAY OF 11 U.S.C. §362  
(2023 Polaris General XP 1000 Premium)

ON THIS DAY came before the Court the Motion for Relief from Stay of PERFORMANCE FINANCE, Movant. The parties appeared by and through counsel and announced to the Court that they had reached an agreement for modification of the Stay as to the subject vehicle. It appearing to the Court that it has jurisdiction over the parties and subject matter and that, based on the representation of counsel for Movant, proper notice was given in accordance with L. R. 4001 and no other opposition to the Motion has been presented,

IT IS ORDERED:

The Automatic Stay on the 2023 Polaris General XP 1000 Premium, serial number 3NSGXP995PM451449, shall remain in effect unless terminated as hereinafter provided.

Respondents shall pay PERFORMANCE FINANCE the sums owing under the terms of the Retail Installment Contract, including accrued interest and legal expense as allowed by the contract, as follows:

Adequate Protection Payments:

1. Respondents shall make monthly payments of \$551.66 directly to Movant as adequate protection payments, with the first such payment due and payable on or before June 24, 2024, and payments due and payable on or before the 24<sup>th</sup> day of each month thereafter until further order of the court.

Payment Address for Movant: Direct Payments should be made payable and mailed to

Performance Finance  
P.O. Box 5108  
Oak Brook, IL 60523-5108.

Payment Default: If Respondents fail to make any of the above-described payments, Movant will send written notice of default to Respondents and Respondents' counsel by regular and certified return-receipt mail. If the default is not cured on or before the fourteenth (14th) day ("cure date") after the date of the notice, the Stay on the vehicle shall automatically terminate at 12:00 Noon on the cure date, and Movant may foreclose its security interest without further notice. It is provided, however, that Movant shall be required to provide no more than two (2) written notices of default: If, after notice of default and cure of arrears on two (2) occasions, Respondents

again fail to make a payment when due, the Stay on the vehicle shall automatically terminate at 5:00 P.M. on the date such unpaid payment was due.

Insufficient Checks: Any check or other instrument tendered for payment that is returned for insufficient funds or otherwise, shall not constitute a timely payment as required by the terms of this Agreed Order.

Insurance: If Respondents fail to maintain insurance to protect the vehicle and Movant's interest therein, Movant will notify Respondents and counsel for Respondents of such default by written notice. If Respondents fail to cure the default within fourteen (14) days of the date of such notice, then the Stay on the vehicle shall automatically terminate and Movant may proceed to foreclose its security interest without further notice. It is provided, however, that Movant shall be required to provide no more than two (2) written notices of insurance default: If, after notice and cure of the insurance default on two (2) occasions, Movant again receives notice of termination of insurance protecting the vehicle and lienholder, the Stay on the vehicle shall automatically terminate at 5:00 P.M. on the date such notice was received by Movant.

Addresses for Notice: Unless Movant is otherwise notified by certified mail, all notices required to be provided to Respondents hereunder shall be sent to the following addresses:

Respondents:	Jimmy Ray Lewis, Jr. and Dorina Joy Lewis 141 W. Robindale Bandera, Texas 78003
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Counsel for Respondents:	William R. Davis, Jr. Attorney at Law 745 E. Mulberry Ave., Suite 700 San Antonio, Texas 78212.
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Limitation of Agreement: The agreement of Movant to accept the above recited terms of payment shall be valid and binding only during the pendency of Respondents' bankruptcy proceeding in Case Number 24-50029-mmp until confirmation of Debtors' Chapter 11 Plan at which time the Automatic Stay terminates as to Performance Finance and each party shall be bound by the terms of the confirmed plan.

Effect of Conversion to Chapter 7: In the event this case is converted to Chapter 7 proceedings, the Stay on the subject property shall automatically terminate upon entry of the Notice or Order of Conversion, and each party shall be bound by the terms of the original contract.

Enforcement of Remedies: In the event of termination of the Stay as hereinabove provided, Movant shall be allowed to enforce its contractual and State Court remedies to foreclose its security interest.

Rule 4001(a)(3) Not Applicable: The delay imposed by Rule 4001(a)(3) is not applicable to this Agreed Order.

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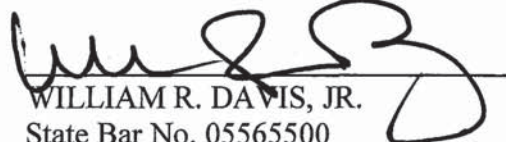
APPROVED AS TO FORM AND SUBSTANCE:

LAWRENCE LAW FIRM

LANGLEY & BANACK, INC.

/s/ Peter B. Dickens

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